



FOR CLERK USE ONLY

City Council

Item No. 8

CITY COUNCIL AGENDA FACT SHEET

City Council
Department19-Oct-10
Requested Date1. **Request:**City Council Approval ☐Other (specify) ☐Information Only/
Presentation ☐Hearing ☐2. **Requested Action:**

City Council is requested to provide direction to staff on the advertisement for televising City Council meetings.

3. **Fiscal Impact:**

Revenue:

Increase ☒Decrease ☐

Source:

General Fund & RDA

Amount:

Cost:

Increase ☐Decrease ☐

Source:

Amount:

Does Not Apply: ☐4. **Reviewed By:**Finance Dept. on 10/11/2010

Comments: _____

By: 

City Attorney on _____

Comments: _____

By: _____

Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., 2 Fridays before the scheduled meeting date.

CLERK USE ONLY

CITY COUNCIL DATE:

19-Oct-10

Action ☐Consent ☐Hearing ☐Filing ☐Presentation ☐Other(specify) ☐Reviewed by: City Clerk _____
Date _____City Manager _____
Date _____

CITY COUNCIL AGENDA REPORT

SUBJECT: Advertisement for RFP for Televising City Council Meetings

AGENDA DATE: October 19, 2010

PREPARED BY: Judith Hashem, Finance Director

APPROVED BY: Victor M. Carrillo, City Manager

RECOMMENDATION:

The City Council is requested to provide direction to staff on the attached advertisement for televising City Council meetings.

FISCAL IMPACT

The City paid Conveyor Group \$800 per month for 2 City Council meetings per month which included an allowance of 5.25 hours per meeting at the base billable fee of \$75 per hour, maximum of 2.5 hours per meeting, and 2.75 hours of video for each meeting, averaged over the period of the contract.

BACKGROUND:

On May 5, 2009 the City Council approved the agreement between the City of Calexico and Conveyor Group for consulting services including the on-site video of 24 City Council meetings, travel time and set up, unedited streaming, and copy for airing on Channel 75. The 24 sessions ended with the April 20, 2010 City Council meeting.

Conveyor Group expressed the desire to continue televising the meetings, however, the City Council felt that a formal Request for Proposal should be advertised, since another firm had expressed an interest in providing the service to the City.

The Request for Proposals has been drafted and the City Council is requested to review and comment. Once finalized, the RFP will be advertised and mailed to local interested vendors.

**CITY OF CALEXICO
REQUEST FOR PROPOSALS
AUDIO & VIDEO CAPTURE AND WEB-BASED STREAMING SERVICES**

The City of Calexico is soliciting proposals to provide video capture and broadcast (both audio and video) of all regularly scheduled City Council meetings. A copy of the Request for Proposals is available at the City Clerk's Office, City Hall, 608 Heber Ave., Calexico, CA. Deadline to submit a proposal is Nov. 2, 2010 at 5 p.m. or by calling 760-768-2110.

**CITY OF CALEXICO
REQUEST FOR PROPOSALS
AUDIO & VIDEO CAPTURE AND WEB-BASED STREAMING SERVICES**

GENERAL INFORMATION

A. General Information

The City of Calexico is soliciting proposals to provide video capture and broadcast (both audio and video) of all regularly scheduled City Council meetings for the full duration of each meeting of approximately 2.5 hours, which are held on the first and third Tuesdays of every month in the City Council Chambers at City Hall, 608 Heber Avenue, Calexico, California. The successful vendor will receive approval from Time Warner Cable to broadcast the City Council meetings on cable Channel 10.

The successful bidder will be available to tape, at a specified additional cost, any special City Council meetings or City-sponsored community events as requested by the City Manager.

Proposals must address the Scope of Work for Audio and Video Capture and Web-based Streaming Services and must be submitted in a sealed envelope addressed to Lourdes Cordova, City Clerk, City of Calexico, 608 Heber Avenue, Calexico, California, 92231. Deadline to submit a proposal is November 2, 2010 at 5 p.m..

B. Vendor Qualifications

Qualified professional vendors specializing in filming or video capture and broadcast (both audio and video), including professional web-based streaming of captured footage of the meetings, are welcome to submit a bid. Proposals will be considered only from vendors who have experienced personnel able to provide the required services.

Selection of a contractor will be determined by vendor's ability to perform all elements of Scope of Work, financial strength of the vendor, record of experience, and capability. The City selection team shall evaluate and make a recommendation to the City Council for approval. The City reserves the right to conduct investigations and background checks to confirm the ability of potential vendors.

C. Evaluation Criteria and Contract Award

Vendors shall submit their proposal addressing the selection criteria set forth in the Scope of Work. The proposals will be evaluated by the City's review team and if the City deems desirable, interviews and/or demonstrations will be conducted with those vendors whose proposals best meet the City's needs and are financially feasible for the City. The vendor deemed to be the best overall fit for the City will be selected for award of the contract.

Each proposal shall be prepared in accordance with the conditions and specifications in the RFP. Proposals must be responsive to Exhibit "A", Scope of Work and must include a completed, Exhibit "B" Disclosure of Conflict of Interest, and Exhibit "C" Certificate of Exemption from Workers'

Compensation Insurance, if applicable. All proposals must be enclosed in a sealed envelope and have "Audio & Video Capture and Web-Based Streaming Services" clearly marked on the outside of the envelope.

Please submit (3) copies, one of which must be an original, of your proposal addressed as follows:

Lourdes Cordova, City Clerk
City of Calexico
608 Heber Avenue
Calexico, California 92231

There is no expressed or implied obligation for the City to reimburse responding proposers for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

Proposals must be received by the City Clerk's Office by 5:00 p.m. on October 14, 2010. The City of Calexico reserves the right to reject any or all proposals submitted.

The City's evaluation of the proposals will assess the vendor based on the following:

- Ability to perform all elements of the Scope of Work
- Comprehensive responses to the general and specific requirements of the RFP
- Adequacy and completeness of response
- Appropriateness of the proposal in meeting present and future needs of the City
- Qualifications of personnel
- References
- Pricing

While pricing is an integral factor, quality and proof of performance are of considerable importance.

Selection of contractor will be determined by vendor's ability to perform all elements of Scope of Work, financial strength of the vendor, record of experience, capability, and ability to best meet the needs of the City. The City selection team shall evaluate and make a recommendation to the City Council for approval. The City reserves the right to conduct investigations and background checks to confirm the ability of potential vendors.

D. Insurance Requirements

1. Commercial General Liability and Property Damage. The Agreement shall include a provision for insurance protection against all claims arising from injury to person or persons not in the employ of the contractor and against all claims resulting from damage to any property due to any act or omission of the

contractor, his agents, or employees in the operation of the work or execution of this contract. Such insurance shall include blanket contractual liability, personal injury liability, and broad form property damage coverage as follows:

Bodily Injury (Injury or Accidental Death) And Property Damage (Per Occurrence)	\$1,000,000 Combined Single Limit
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2. Professional Liability (Errors and Omissions). The contractor shall maintain professional liability insurance for protection against all claims arising out of professional error or omission with a limit of not less than \$1,000,000.
3. Workers' Compensation Insurance. The contractor shall maintain workers' compensation insurance with statutory limits with limits of not less than \$1,000,000 per accident. Such insurance shall comply with all applicable state laws. Contractor shall provide the City with a certificate of insurance company showing proof of insurance acceptable to the City's Human Resource/Risk Management Director. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. The policy is to be endorsed to include a waiver of subrogation against the City, its officers, official's agents, and employees. Contractor and its employees are an independent contractor and not employees of the City of Calexico. Contractor and/or its insurers are responsible for payment of any liability arising out of workers' compensation, unemployment or employee benefits offered to its employees.
4. Indemnification. The contractor shall indemnify and save harmless the City and its officers and employees from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract and policy shall remain in full force and effect until the work under the contract is completed.

E. Termination of Contract.

The nature of the service contract requires that the City have the right to terminate the services provided under this contract as follows:

- (a) If the contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, in whole or in part.
- (b) Any assignment, subletting or transfer of interest by the contractor, either in whole or in part, without express written consent of the City shall be cause for immediate termination of the agreement for default.
- (c) Notwithstanding any other provisions of the agreement, the agreement may be terminated by the City upon violation of any part of the agreement.
- (d) The City determines that it is no longer financially feasible to continue the services

specified in the agreement.

- (e) The City may also terminate the agreement at any time for any reason upon (30) thirty days written notice.

F. Term of Agreement

The proposed term of the Agreement is for a one (1) year period beginning December 1, 2010 and ending November 30, 2011, provided an executed Agreement is in place as of that date. The Agreement is expected to include a (2) two-year extension, if both parties agree. The Agreement may be cancelled during the initial term or any extended term upon (30) thirty days written notice by either the City or the contractor.

G. Similar Engagements with Other Government Entities

List the most significant engagements (maximum of 3) performed in the last five years that are similar to the engagement described in this request for proposals. Indicate the scope of work, date, engagement staff, total hours, and the name and telephone number of the principal client contact.

H. Bid Dollar Cost:

1. *Total All-inclusive Maximum Price:*

The dollar cost bid should contain all pricing information relative to performing the engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The City of Calexico will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid.

2. *Rates for Additional Professional Services:*

If it should become necessary for the City of Calexico to request the contractor to perform additional audio and video capture and broadcast of special meetings or City events.

3. *Manner of Payment:*

Payments will be made on a monthly basis for work completed during the month and incurred in accordance with the proposer's dollar cost bid proposal. Internal billings shall cover a period of not less than a calendar month.

I. Right to Reject Proposals

Submission of a proposal indicates acceptance by proposer of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Calexico and the contractor selected.

The City of Calexico reserves the right without prejudice to reject any or all proposals.

“EXHIBIT A”

SCOPE OF WORK

The contractor must exhibit ability to perform said services and provide references related to contractor's experience in performance of the same or similar services. The City requires that contractor:

- provide professional “broadcast level” services and equipment in a manner that is non-intrusive; to capture and broadcast each meeting in its full duration (both audio and video);
- to provide the footage in its complete and unedited format upon request;
- have the ability for real-time tracking of speakers (or subjects) whether camera is manned or unmanned;
- to include the date and title of each meeting clearly imposed on the footage;
- introduce elected officials at least once prior to meeting commencement or throughout meeting footage;
- allow for the on-demand streaming availability of meetings for at least one calendar year;
- to provide footage to cable access channel in a format suitable for airing, as required by provider;
- provide own equipment and personnel and be responsible for same;
- make footage available to public within 72 hours of meeting via streaming player;
- allow footage to be linked from or embedded directly on City web site;
- provide a dedicated, non-shared, streaming media player for videos which does not contain unrelated material;
- stream the footage in a format that allows access by standard internet-connected computers and is non-proprietary or requiring the purchase of specialized software, subscription, or otherwise restricts access to “registered members only”;
- provide an archival DVD to the City playable on standard DVD equipment for every meeting;
- must have a current and valid business license in the City of Calexico; and
- must provide own transportation to and from the meeting site.

The contractor **may not**:

- produce selective or non-objective highlights of meetings or edit the footage in any way that exhibits incomplete content;
- have exclusive rights to, or use of, footage for their own gain beyond payment by the City for capture and airing, including advertising or endorsements (video, audio, banners, or animated graphics) on or near footage of these unsponsored public meetings;
- include contractor's identification or credits prior to the completion of the meeting footage; and

- collect or require personal identifying information related to those viewing videos (names, addresses, email, telephone, etc.).

Contractor **may**:

- operate with more than one camera, if preferred;
- provide statistical data to view online videos and include their name or logo in the end
- credits following the complete meeting footage;
- stream videos to non-City sites that might increase exposure or viewership;
- provide solutions or packages which reduce costs to the City and/or add value to the contract beyond set requirements; and
- specify additional features that are not listed as requirements, so long as they do not conflict with set restrictions.

Contractor must provide the public meeting audio and video streaming in its entirety without any bias, endorsement, sponsorship, or subjective editing to maintain maximum transparency and uphold public accessibility. The City of Calexico will not provide compensation for services that are in conflict with, or are perceived to be opposed to, this requirement.

“EXHIBIT B”

DISCLOSURE OF CONFLICT OF INTEREST

Project Title: Audio & Video Capture & Web-Based Streaming Services

		YES*	NO
1	Are you currently in litigation with the City of Callexico or any of its agents?		
2	Do you represent any firm, organization or person who is in litigation with the City of Callexico?		
3	Do you currently represent or perform work for any clients who do business with the City of Callexico?		
4	Are you or any of your principals, managers, or professionals, owners, or investors in a business which does business with the City of Callexico, or in a business which is in litigation with the City of Callexico?		
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Callexico employee who has any significant role in the subject matter of this service?		
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?		
* If the answer to any question is yes, explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Authorized Signature

Date

“EXHIBIT C”

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this ____ day of _____, 2010, at Calexico, California.

Authorized Signature